

BOARD OF SUPERVISORS

Brown County



305 E. WALNUT STREET
P.O. BOX 23600

GREEN BAY, WISCONSIN 54305-3600
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E-mail bc_county_board@co.brown.wi.us

EXECUTIVE COMMITTEE

Tom Lund, Chairman, Patrick Moynihan, Jr., Vice-Chairman
Patrick Buckley, Bernie Erickson, Erik Hoyer,
Tom Sieber, John Van Dyck

EXECUTIVE COMMITTEE

Monday, June 10, 2019

5:30 p.m.

Room 200, Northern Building
305 E. Walnut St., Green Bay

NOTICE IS HEREBY GIVEN THAT THE COMMITTEE MAY TAKE ACTION
ON ANY ITEM ON THE AGENDA.

- I. Call meeting to order.
- II. Approve/modify agenda.
- III. Approve/modify Minutes of May 6, 2019.

Comments from the Public

1. **Review Minutes of:**
 - a) Citizens Redistricting Subcommittee Meeting of May 29, 2019.
 - b) Benefits Advisory Committee (March 14, 2019).

Legal Bills

2. Review and Possible Action on Legal Bills to be paid.

Communications

3. Communication from Supervisor Tran re: For Corporation Counsel to draft a lobbyist registration ordinance that would require any individual or for-profit business that hires someone to influence County Board actions to register with the County Clerk, that registration be made part of the public debate so residents know who is being lobbied, a statement of who is paying the lobbyist to lobby, and how much the lobbyist is being paid, who they lobbied and provide penalty for noncompliance. *March Motion: Refer to Corp Counsel and report back in 60 days. May Motion: Hold for one month.*
4. Communication from Supervisor Borchardt re: I would like to clearly codify the resolution that was passed by the Board in 2018, which required that all standing committee meetings meet between Monday-Thursday and start between 5-7p.m. *Referred from May County Board.*
5. Communication from Supervisor Erickson re: Look into Sub-committees without bylaws being allowed to vote without a quorum. *Referred from May County Board.*

Internal Auditor

6. Board of Supervisors Budget Status Financial Report (Unaudited) – April 2019.
7. Status Update: May 1 – May 31, 2019.

Corporation Counsel

8. Oral Report.

Other

9. NeighborWorks Lease Agreement for Visitation Facility.
10. CIP Update.

Resolutions, Ordinances

11. Resolution re: Table of Organization Change for the Health and Human Services Department – Community Services Division AODA Counselor Position.

Department of Administration & Human Resources

12. Director of Administration and Human Resources Oral Report.

County Executive – No Report.

Other

13. Such other matters as authorized by law.
14. Adjourn.

Tom Lund, Chair

Notice is hereby given that action by the Committee may be taken on any of the items, which are described or listed in this agenda. The Committee at their discretion may suspend the rules to allow comments from the public during the meeting. Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

**PROCEEDINGS OF THE BROWN COUNTY
EXECUTIVE COMMITTEE**

Pursuant to Section 19.84 Wis. Stats., a regular meeting of the Brown County Executive Committee was held on Monday, May 6, 2019 in Room 200 of the Northern Building, 305 E. Walnut Street, Green Bay, Wisconsin.

Present: Chair Lund, Supervisor Erickson, Supervisor Hoyer, Supervisor Sieber, Supervisor Van Dyck, Supervisor Buckley, Supervisor Moynihan
Also Present: Museum Director Beth Lemke, Internal Auditor Dan Process, Director of Administration Chad Weininger, Supervisor Alex Tran, Deputy Executive Jeff Flynt, CVSO Joe Aulik, Corporation Counsel Dave Hemery

I. Call meeting to order.

The meeting was called to order by Chair Tom Lund at 5:30 pm.

II. Approve/modify agenda.

Motion made by Supervisor Erickson, seconded by Supervisor Sieber to remove the March 14, 2019 minutes from Item 1a and remove Item 1b from the agenda. Vote taken. **MOTION CARRIED UNANIMOUSLY**

III. Approve/modify Minutes of April 8, 2019.

Motion made by Supervisor Hoyer, seconded by Supervisor Sieber to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Comments from the Public. None

1. Review Minutes Of:

- a) Benefits Advisory Committee (February 14 & March 14, 2019).
- b) Citizens Redistricting Advisory Subcommittee (March 18, 2019).

Motion made by Supervisor Sieber, seconded by Supervisor Hoyer to receive and place on file the Benefits Advisory Committee February 14, 2019 minutes. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Legal Bills

2. Review and Possible Action on Legal Bills to be paid.

Motion made by Supervisor Sieber, seconded by Supervisor Hoyer to pay the legal bills. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Communications

3. Communication from Supervisor Tran re: For Corporation Counsel to draft a lobbyist registration ordinance that would require any individual or for-profit business that hires someone to influence County Board actions to register with the County Clerk, that registration be made part of the public debate so residents know who is being lobbied, a statement of who is paying the lobbyist to lobby, and how much the lobbyist is being paid, who they lobbied and provide penalty for noncompliance. March motion: *Refer to Corp. Counsel to report back in 60 days.*

Supervisor Tran asked that this be deferred for another month as Corporation Counsel needs additional time to draft an ordinance.

Motion made by Supervisor Erickson, seconded by Supervisor Hoyer to hold for one month. Vote taken. **MOTION CARRIED UNANIMOUSLY**

Internal Auditor

4. Board of Supervisors Budget Status Financial Report (Unaudited) & Veterans' Recognition Subcommittee Budget Status Financial Report (Unaudited) – December 2018.

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Internal Auditor Dan Process informed the only major item of note was a favorable variance within the operating expenses of the Board of Supervisors and is related to the unspent funds for the tablets.

Motion made by Supervisor Erickson, seconded by Supervisor Van Dyck to receive and place on file. Vote taken.
MOTION CARRIED UNANIMOUSLY

5. Board of Supervisors Budget Status Financial Report (Unaudited) – February 2019.

Process noted there was an error on the February financial statement which has been fixed and will be reflected in the May financial report. This illustrates the importance of department heads reviewing their financial statements closely to ensure accuracy.

Motion made by Supervisor Sieber, seconded by Supervisor Buckley to receive and place on file. Vote taken.
MOTION CARRIED UNANIMOUSLY

6. Status Updated: April 1 – April 30, 2019.

Process informed he has received a request to do a limited review or comparison of the benefits reflected in employee profiles versus the position budgeting and he would like this Committee's approval to move forward. The Committee gave their approval for this.

Motion made by Supervisor Sieber, seconded by Supervisor Buckley to receive and place on file. Vote taken.
MOTION CARRIED UNANIMOUSLY

Corporation Counsel

7. Oral Report.

Corporation Counsel David Hemery informed he has been spending a lot of time working on the Resch and Expo documents. He also noted oral arguments on the sales tax lawsuit were rescheduled by the Court to June 5, 2019 due to a scheduling conflict.

Motion made by Supervisor Erickson, seconded by Supervisor Sieber to receive and place on file. Vote taken.
MOTION CARRIED UNANIMOUSLY

Resolutions, Ordinances

8. 2018 Balanced Budget Adjustment.

Motion made by Supervisor Sieber, seconded by Supervisor Van Dyck to suspend the rules and take Items 8, 9, 10 and 11 together. Vote taken. MOTION CARRIED UNANIMOUSLY

With regard to Item 8, Supervisor Erickson questioned the \$11,000 deficit in Circuit Courts for subscriptions and asked what subscriptions this relates to. He considers things like journals, periodicals, magazines and newspapers as periodicals. Hemery said this would likely apply to legal research software. Erickson asked Director of Administration Chad Weininger to provide a breakdown of what the subscriptions are and Weininger responded that he can provide this information at the Board meeting however, it would likely be for things like licensing and legal journals and law reviews as well as computer based research as Hemery mentioned.

Motion made by Supervisor Sieber, seconded by Supervisor Erickson to approve Items 8, 9, 10 and 11. Vote taken.
MOTION CARRIED UNANIMOUSLY

9. Resolution re: Table of Organization Change for the Health and Human Services Department – Community Services Division – Deletion and Addition of Youth Support Specialist Position. See action at Item 8 above. |||

10. Resolution re: Table of Organization Change for the Health and Human Services Department – Community Treatment Center Division – Addition and Deletion of Positions. *See action at Item 8 above.*
11. Resolution re: Table of Organization Change - Veterans' Services Department - Add/Delete Positions and Adjust and Fully Fund Salary. *See action at Item 8 above.*

Supervisor Moynihan arrived at 5:39 pm

Department of Administration & Human Resources

12. Director of Administration and Human Resources Report.

Director of Administration Chad Weininger talked about the recent farewell ceremony at the Arena which went extremely well. At this time asbestos abatement is taking place in the Hall of Fame and the Arena. A little more asbestos than was anticipated was discovered which resulted in a small price increase. As soon as the asbestos is taken care of, the demolition of the Hall of Fame will start followed by demolition of the Arena. The plan is to cut the Arena into wedges like a pizza and then bend it in and recycle the materials. It is estimated that 80 – 85% of the facility can be recycled since it is mainly concrete and steel. It is anticipated that the demolition will start towards the end of May. A camera will likely be put up on the Packers training facility across the street to record the process.

Weininger continued by reminding the Committee that the expo finance plan relies on the following: \$8 million dollars of naming rights; \$15 million dollars of sales tax; \$1 million dollars of stadium grant and the municipal room tax collections to pay the debt service/rent schedules. This has been talked about a number of times in the past, but Weininger wanted to make sure everyone has this information. He also reminded the Committee that if there is a shortfall, the County is responsible to make these payments and would likely have to bond to cover the costs.

With regard to the tax lawsuit, Weininger stated oral arguments have been moved from April 26 to June 5, so like all other projects we will be moving forward prior to a decision being rendered. CDA will likely issue the bonds on May 29, 2019.

Weininger also talked about the 5 Year CIP and noted there have been some changes and a lot of requests coming in. It is likely Public Safety will have something coming to the Committee fairly soon regarding the 911 system. He also noted there was a major failure along ZZ and that project will have to be moved up. These items will not result in spending any more money, it is just moving the projects around. He noted that Health and Human Services is saying they do not need the full amount allocated for their project in 2019, so some of those funds can likely be shifted around based on project readiness and cash flow. An updated CIP will be coming forward as well as a resolution authorizing the change of funds that were budgeted for 2019.

Supervisor Buckley asked about leftover money from the prior sales tax. Weininger said there was roughly \$4.7 million dollars set aside in an account and that money has been earning good interest. Funds from that account have been used to pay the architecture design as well as the asbestos removal and abatement. This money will cover things until the bonding is done which will be in June.

With regard to the road work, Supervisor Van Dyck feels of all the spending that is tied to the sales tax, the roads are the most visible thing to the constituency and he feels it would behoove the County to do projects that people can actually see. He acknowledged that the other projects slated for the funds are important as well, but now that we are a 1 ½ years into the sales tax it would be a good idea to do something the people can actually see.

Buckley asked for an update on the sales tax collection numbers. Weininger responded that the collection numbers were very conservative for 2018. Weininger said it is projected that the figures will come in roughly \$2 million dollars over the projections for both 2018 and 2019. Buckley said the overages should make funds available for some of the projects Weininger mentioned earlier.

Motion made by Supervisor Moynihan, seconded by Supervisor Erickson to receive and place on file. Vote taken.
MOTION CARRIED UNANIMOUSLY

Closed Session

- 13. Resch Center and Expo Center, including Resch Center Lease and Expo Center Management Agreement.**
- a. **Open Session:** Motion and Recorded Vote pursuant to Wis. Stats Sec. 19.85(1), regarding going into closed session pursuant to Wis. Stats. Sec. 19.85 (1)(e), i.e. deliberating or negotiating public business, whenever competitive or bargaining reasons require a closed session, in particular, deliberating and negotiating strategy and options regarding the Resch and Expo Center including the Expo Center Management Agreement and the Resch Center Lease.

Motion made by Supervisor Moynihan, seconded by Supervisor Van Dyck to enter into closed session. Roll Call Vote Taken. Ayes: Van Dyck, Erickson, Lund, Moynihan, Buckley, Sieber and Hoyer. MOTION CARRIED UNANIMOUSLY

- b. **Convene Into Closed Session:** Pursuant to Wis. Stats. Sec. 19.85(1)(g), the Brown County Board of Supervisors shall convene into closed session for purposes of deliberating or negotiating public business, whenever competitive or bargaining reasons require a closed session, in particular, deliberating and negotiating strategy and options regarding the Resch and Expo Centers, including the Expo Center Management Agreement and the Resch Center Lease.

Motion made by Supervisor Sieber, seconded by Supervisor Hoyer to return to open session. Vote taken: Ayes: Erickson, Hoyer, Lund, Moynihan, Van Dyck, Buckley and Sieber. MOTION CARRIED UNANIMOUSLY

- c. **Reconvene Into Open Session:** The Brown County Board of Supervisors shall reconvene into open session for possible voting and/or other action regarding the Resch and Expo Centers, including the Expo Center Management Agreement and the Resch Center Lease.

Motion made by Supervisor Moynihan, seconded by Supervisor Hoyer to approve Resolution Authorizing Resch Center Lease Agreement and Expo Center Management Agreement as amended in closed session by adding additional language regarding maintenance reimbursement to Amended and Restated Lease Agreement. Vote taken Ayes: Erickson, Moynihan, Lund, Hoyer Abstained: Van Dyck, Buckley and Sieber. MOTION CARRIED

County Executive – No Report.

Other

- 14. Such other matters as authorized by law. None.**

- 15. Adjourn.**

Motion made by Supervisor Sieber, seconded by Supervisor Hoyer to adjourn at 6:51 pm. Vote taken. MOTION CARRIED UNANIMOUSLY

Respectively submitted,

Therese Giannunzio
Administrative Specialist

///

Citizens Redistricting Subcommittee Meeting 5/29/2019

Present: Davis, Rodriguez, McCutcheon, Lund, Linssen and Sieber

- I. Call to Order at 6 PM by Linssen
 - II. Minutes-Motion to approve by Lund 2nd by McCutcheon-passed unanimously
 - III. Agenda-Motion to approve by Davie 2nd by McCutcheon-passed unanimously
-
1. Corporation Counsel was not in attendance. Questions for Corp Counsel were collected by Linssen. General discussion.
Motion to Receive and Place on File by Lund 2nd by Rodriguez—passed unanimously
 2. Dan Teaters from Planning gave a brief presentation and answered questions from the committee.
Motion to Receive and Place on File by McCutcheon 2nd by Davis—passed unanimously
 3. Brief discussion on the legal scope of the committee was held.
Motion to refer to next meeting by Lund 2nd by Rodriguez—passed unanimously
 4. Brief discussion on the goals and objectives was held. Linssen recorded goals and objectives to be discussed as future stand alone agenda items.
Motion by Lund 2nd by McCutcheon to Put goals and objectives on future agendas to establish an ordinance—passed unanimously
 5. Discussion on future meeting dates and times was held. Answered questions from member of the public Jean Sweetland.
 6. Motion to adjourn by Lund 2nd by McCutcheon—passed unanimously.

Minutes submitted by Tom Sieber

PROCEEDINGS OF THE BROWN COUNTY
BENEFITS ADVISORY COMMITTEE

Pursuant to Section 19.84, Wis. Stats., a regular meeting of the Brown County Benefits Advisory Committee was held on Thursday, March 14, 2019 at 3:30 pm in Room 650 of the Northern Building, 305 E. Walnut Street, Green Bay, Wisconsin.

PRESENT: Jill Bomkamp, Lisa Conard, Sherry Officer, Louise Pfothhauer, Erik Pritzl, Dan Process, John VanderLeest, Janelle Walton, Chad Weininger, Supervisor Megan Borchardt and Jan Stage.

EXCUSED: N/A

1. Call meeting to order.

The meeting was called to order by Chair Louise Pfothhauer at 3:32 pm.

2. Roll Call.

Roll call was taken. New committee member Lisa Conard, Planning, was introduced. Supervisor Megan Borchardt has replaced Supervisor Pat Moynihan, Jr. to represent the County Board of Supervisors.

3. Approve/Modify agenda.

Motion made by Janelle Walton, seconded by Sherry Office to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

4. Approve/Modify Minutes from February 14, 2019.

Motion made by Erik Pritzl, seconded by Janelle Walton to approve. Vote taken. **MOTION CARRIED UNANIMOUSLY**

5. Update from Jill on new members and brief discussion about BAC bylaws.

Jill Bomkamp indicated that with the addition of Lisa Conard the only area not represented is Public Safety. Jill hopes to have this position filled (appointed) by the next meeting.

Chad Weininger indicated that the Benefits Advisory Committee does not require recertified every two years. This requirement was mentioned at last month's meeting. Chad also spoke to the possibility of reducing the formality of this committee and continuing as an informal group. However, this approach may not be supported.

Louise Pfothhauer restated the potential changes/enhancements discussed at last month's meeting (e.g., earlier elections and staggered elections) and would like to discuss this more, with possible actions, at next month's meeting.

No action taken.

6. Update of Medical Funding Analysis Report by Jan Stage.

The following documents were distributed and/or discussed:

- The Press Times – Deficit Forecast for Green Bay Schools (Attachment A)
 - Provided for informational purposes only.
- January 2019 Brown County – Medical and Dental Funding Analysis Reports (Attachment B)
 - Medical costs increased in January. While fluctuations are normal (up or down), costs are always monitored for possible trends.

1b

- UMR Brown County (76010143) (Attachment C)
 - This document provides a comparison between the current plan year (2018) and the prior plan year (2017) for various elements.
- Health Plan Benefits (Attachment D)
 - Per Jan Stage, a 2020 projected 4% increase in medical costs (approximately \$1,000,000), without implementing any plan changes, would equate to an increase in the deductible (\$1,000) and out-of-pocket (\$1,000) expenses for single coverage. This increase would double for family coverage.
- 2018 Bellin Health – Yearly Scorecard (Attachment E)
 - FastCare utilization in 2018.
- Telehealth Utilization Report (Attachment F)
 - Teladoc utilization through February 2019.

No action taken.

7. Presentation by Jan Stage on how self-funded plans work.

Jan Stage distributed and discussed Self-Funding Basics (Attachment G)

No action taken.

8. Schedule next meeting.

Next meeting was tentatively scheduled for Thursday, April 18, 2019 at 3:30 pm.

9. Adjourn.

Motion made by John VanderLeest, seconded by Janelle Walton to adjourn at 4:41 pm. Vote taken. MOTION CARRIED UNANIMOUSLY

Respectfully submitted,

Dan Process
Secretary

lb

ATTORNEY BILLS SUBMITTED TO THE EXECUTIVE COMMITTEE FOR June 10, 2019 MEETING				
LAW FIRM	INVOICE NUMBER	DATE	AMOUNT	FOR
ATTY. GARY WICKERT	12W27	5/23/2019	\$ 4,026.75	Airport General
VonBriesen	287190	5/9/2019	\$ 7,918.00	BCTPA
Conway, Olejniczak & Jerry, SC	10	4/30/2019	\$ 1,189.00	Highway
MICHAEL BEST	1628652	5/9/2019	\$ 873.58	Resource Recovery
Henry J. Plum	985	5/1/2019	\$ 412.50	Corporation Counsel
Crivello Carlson SC	1145-125586	5/15/2019	\$222.00	Human Resources
James P. O'Neil	59636	5/20/2019	\$1,811.40	Treasurer
Total ----			\$ 16,453.23	

GARY A. WICKERT, S.C.
Attorney and Counselor at Law
801 E. WALNUT • P.O. BOX 1656
GREEN BAY, WISCONSIN 54305

Gary A. Wickert

Telephone (920) 433-9425

Fax (920) 432-9188
wicklaw@gbonline.com

May 23, 2019

Brown County Airport
P.O. Box 23600
Green Bay WI 54305-3600

RECEIVED BY

MAY 24 2019

Brown County
Corporation Counsel

Re: General Matters
Our File No. 12 W 27

STATEMENT

<u>DATE</u>	<u>FOR SERVICES RENDERED:</u>	<u>HOURS</u>
4/26	Letter to Marty Piette re: Oneida Tribe 5 acres	.15
4/27	Review revised Amano agreement;	
	Letter to Sue Bertrand re: Amano;	1.00
	Review DBT Agreement revisions;	
	Letter to Sue Bertrand re: DBT Agreement	1.25
4/30	Phone conference with Sue Bertrand re: Payment Express and DBT Agreements;	1.00
	Email from Marty Piette re: Oneida 5 acres;	.10
	Review Vasaila and DBT Agreements re: insurance coverages;	
	Email to Sue Bertrand re: insurance - DBT;	.50
	Prepare revised Payment Express agreement;	
	Email to Sue Bertrand re: Payment Express;	.70
	Review Frontier re: per turn	.40
5/8	Review emails and Easement (final) re: WPS;	.15
	Review DBT Agreement (revised);	.50
	Review Payment Express revised Agreement;	.60
	Phone conference with Sue Bertrand re: WPS, DBT, and Payment Express agreements;	1.15
	Email to Sue Bertrand re: DBT	.25
5/9	Work on Payment Express file;	
	Memo re: Agreement revisions	.50
5/10	Complete review/response to Payment Express Agreement;	
	Email to Sue Bertrand re: Payment Express	.60
5/13	Review emails from Sue Bertrand re: Payment Express	.10
5/14	Phone conference with Sue Bertrand re: Payment Express, DBT, and Frontier;	.50
	Review DBT Agreement;	
	Phone conference with Sue Bertrand re: DBT	.50
5/16	Review comments re: Payment Express;	.35
	Email from Sue Bertrand re: DBT	.10
5/17	Email from Marty Piette with NWS lease and review;	
	Phone conference with Marty Piette re: NWS, Frontier, etc.	1.50
5/20	Email to Marty Piette re: US Weather Bureau;	.25
	Letter to Sue Bertrand re: Payment Express;	.50
	Review CBP file;	
	Letter to Sue Bertrand re: CBP;	.40

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May 23, 2019

5/20	Review Master Hangar Ground Lease, Perkovich, and Clabots re: final documents	.50
5/21	Email from Sue Bertrand re: Frontier.	<u>.10</u>
	TOTAL HOURS:	13.65

13.65 HOURS @ \$295.00 PER HOUR =	\$4,026.75
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AMOUNT DUE ON ACCOUNT:	\$4,026.75
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Thank you.
GAW:prn

M. Full
5-23-2019

STATEMENT
Law Firm of
CONWAY, OLEJNICZAK & JERRY, S.C.
P.O. Box 23200
Green Bay, WI 54303-3200
PHONE 920-437-0476
FAX 920-437-2868

KB-6
PAF
5/7/19

PAUL A. FONTECCHIO
BROWN COUNTY PUBLIC WORKS DEPARTMENT
2198 GLENDALE AVENUE
GREEN BAY WI 54303-6405

Page: 1
04/30/2019
ACCOUNT NO: 201815-025M
STATEMENT NO: 10

PLEASE RETURN THIS PORTION WITH PAYMENT

BROWN COUNTY vs. WISCONSIN PUBLIC SERVICE CORP.

PREVIOUS BALANCE				
		HOURS		
04/18/2019				
GB	ATTENTION TO NOTICE OF EXPERT WITNESSES	0.10		
GB	ATTENTION TO CORRESPONDENCE FROM JAY THOMPSON;			
	ATTENTION TO REQUEST TO ADMIT	0.10		
GB	ATTENTION TO RESPONSES TO REQUESTS TO ADMIT	0.10		
04/25/2019				
SAJ	REVIEW FILE FOR UTILITY ACCOMMODATION POLICY.	0.20		
JJR	REVIEW WPS' DISCOVERY RESPONSES; FURTHER ATTENTION TO			
	CONTRACTS IN LIGHT OF SAME	0.80		
04/30/2019				
JJR	REVIEW FILE IN ANTICIPATION OF DRAFTING MOTION FOR			
	SUMMARY JUDGMENT; COMPILE DOCUMENTS FOR AFFIDAVIT IN			
	SUPPORT OF MOTION	2.90		
	FOR CURRENT SERVICES RENDERED	4.20		1,189.00
	TOTAL CURRENT WORK			1,189.00
04/01/2019	PAYMENT - THANK YOU - CK 213169			-244.50
04/22/2019	PAYMENT - THANK YOU - CK 213871			-153.00
	TOTAL PAYMENTS			-397.50
	BALANCE DUE			<u>\$1,440.96</u>



RECEIVED BY
MAY 16 2019
Brown County
Corporation Counsel

Michael Best & Friedrich LLP
Attorneys at Law
One South Pinckney Street
Suite 700
P.O. Box 1806
Madison, WI 53701-1806
Phone 608.257.3501
Fax 608.283.2275
www.michaelbest.com

EIN 39-0934985

David Hemery, Corporation Counsel
Brown County Corporation Counsel
Northern Building - Room 680
305 East Walnut Street
PO Box 23600
Green Bay, WI 54305-3600

Remittance for Payments:
Michael Best & Friedrich LLP
PO Box 88462
Milwaukee, WI 53288-0462

Wire Transfer Instructions
Bank Name: BMO Harris Bank, N.A.
111 W. Monroe Street, Chicago, IL 60603
ABA Routing # 071000288
Name of Acct: Michael Best & Friedrich LLP
Acct # 0024122010
SWIFT Code: HATRUS44

Invoice Date May 9, 2019
Invoice No. 1628652

Client/Matter 018236-0023 Implementation of Brown County Landfill Siting Agreement

For professional services rendered through April 30, 2019, as follows:

<u>Date</u>	<u>Timekeeper</u>	<u>Narrative</u>	<u>Hours</u>	<u>Total</u>
4/1/19	D Crass	Review exchange of e-correspondence regarding scheduling of June meeting.	0.10	\$ 58.50
4/7/19	I Pitz	Draft letter to Dean Haen regarding duration of Fox River Fiber agreement.	1.30	682.50
4/15/19	D Crass	Review exchange of e-correspondence with LMC representatives.	0.20	117.00
Total Hours and Services			1.60	\$ 858.00

Disbursements:

<u>Date</u>	<u>Description</u>	<u>Total</u>
4/7/19	Lexis - Legal Research	\$ 15.58
Total Disbursements		\$ 15.58
Total Services		\$ 858.00
Total Disbursements		15.58

2

Michael Best & Friedrich LLP
One South Pinckney Street, Suite 700
P.O. Box 1806
Madison, WI 53701-1806

Invoice 1628652
018236-0023
May 9, 2019
Page 2 of 2

Total This Invoice

\$ 873.58

Outstanding Invoices:

<u>Date</u>	<u>Invoice</u>	<u>Total</u>	<u>Credits</u>	<u>Balance</u>
4/8/19	1621066	\$ 234.00	\$ 0.00	\$ 234.00
5/9/19	1628652	873.58	0.00	873.58
Outstanding Due:				<u>1,107.58</u>

Outstanding Invoice Aging:

0-30	31-60	61-90	91-120	121+
873.58	234.00	0.00	0.00	0.00

2

RECEIVED BY

MAY 15 2019

Brown County
Corporation Counsel

Brown County
Attn: David Hemery
305 East Walnut Street
P.O. Box 23600
Green Bay, WI 54305-3600

INVOICE NO. 287190
INVOICE DATE MAY 9, 2019
TAX ID. 39-1576289

CLIENT NO. 009948

BCTPA Litigation

MATTER NO. 009948-00023

CURRENT FEES FOR THIS MATTER \$7,918.00

CURRENT FEES \$7,918.00

TOTAL CHARGES THIS BILL \$7,918.00

Brown County
Attn: David Hemery
305 East Walnut Street
P.O. Box 23600
Green Bay, WI 54305-3600

INVOICE NO. 287190
INVOICE DATE MAY 9, 2019
TAX ID. 39-1576289
ATTY. Andrew T. Phillips

BCTPA Litigation

MATTER NO. 009948-00023

PROFESSIONAL SERVICES RENDERED THROUGH APRIL 30, 2019

04/05/19 SC	.50	160.00
04/05/19 ATP	.30	84.00
04/08/19 SC	1.20	384.00
04/08/19 SLN	.70	238.00
04/08/19 ATP	.90	252.00
04/09/19 SC	.80	256.00
04/09/19 ATP	2.60	728.00
04/09/19 JSL	1.00	275.00

Brown County
009948-00023

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04/10/19 SC	.50	160.00
04/10/19 SLN	.40	136.00
04/10/19 ATP	.20	56.00
04/10/19 JSL	.60	165.00
04/11/19 SC	2.10	672.00
04/11/19 SLN	1.10	374.00
04/11/19 ATP	1.00	280.00
04/12/19 SC	.50	160.00
04/12/19 SLN	.20	68.00
04/15/19 SC	2.10	672.00
04/15/19 SLN	3.40	1156.00
04/15/19 SLN	.40	136.00

Brown County
009948-00023

PAGE 3

04/15/19 ATP	1.60	448.00
04/16/19 SC	.60	192.00
04/16/19 SLN	.40	136.00
04/17/19 SLN	.50	170.00
04/18/19 SC	.40	128.00
04/19/19 SC	.50	160.00
04/19/19 SLN	.80	272.00
04/19/19 ATP	.20	NO CHARGE
04/26/19 SLN	.30	NO CHARGE
04/26/19 ATP	.10	NO CHARGE

CURRENT FEES FOR THIS MATTER

\$7,918.00

Brown County
009948-00023

PAGE 4

BILLING SUMMARY

Smitha Chintamaneni	9.20 hours at	\$320.00 =	2944.00
Steven Nelson	0.30 hours at	\$0.00 =	.00
Steven Nelson	7.90 hours at	\$340.00 =	2686.00
Andrew T. Phillips	0.30 hours at	\$0.00 =	.00
Andrew T. Phillips	6.60 hours at	\$280.00 =	1848.00
Jessica S. Lothman	1.60 hours at	\$275.00 =	440.00

CURRENT FEES FOR THIS MATTER	\$7,918.00
------------------------------	------------

TOTAL AMOUNT DUE FOR THIS MATTER	\$7,918.00
----------------------------------	------------

Henry J. Plum
Attorney at Law
Park Crest Center, Suite 206
2665 S. Moorland Road
New Berlin, WI 53151

RECEIVED BY

MAY 21 2019

Brown County
Corporation Counsel

Billing Statement

Invoice #: 985

Invoice Date: 5/1/2019

Due Date: 5/31/2019

Case: Consultation

EIN:33-1122191

Bill To:

Brown County HHS
c/o Lauren Krukowski, MSW
111 N. Jefferson Street
Green Bay, WI 54301

Date	Item	Description	Hours/Q...	Rate	Amount
5/1/2019	Attorney	Conference call with Agency Supervisor and Corporation Counsel regarding appellate court decision in re TPR to L.F.H., Jr.; Memorandum summarizing meeting.	1.5	275.00	412.50
		Subtotal for Attorney Hours			412.50

Total \$412.50

Payments/Credits \$0.00

Balance Due \$412.50

Phone #	Fax:
262-784-5645	262-784-5647

2



CRIVELLO
CARLSON S.C.
ATTORNEYS

710 N. Plankinton Ave, Suite 500
Milwaukee, WI 53203

Brown County Corporation Counsel
Attn: Mr. David P. Hemery
305 East Walnut Street
PO Box 23600
Green Bay, WI 54301

May 15, 2019
Tax ID: 39-1656203
Bill Number 1145-125586

BILLING SUMMARY

For Legal Services Rendered through 04/30/19

Re: 1145-1900304 - BROWN COUNTY - GENERAL
INSURED: BROWN COUNTY

Total Fees	222.00
Total Disbursements	0.00
Total Fees and Disbursements	<u>\$222.00</u>

RECEIVED BY
MAY 17 2019
Brown County
Corporation Counsel

Please remit payment to Crivello Carlson S.C. 710 N. Plankinton Ave., Suite 500, Milwaukee, WI 53203

MILWAUKEE, WI MADISON, WI EAU CLAIRE, WI DELAFIELD, WI MUKWONAGO, WI CHICAGO, IL EDWARDSVILLE, IL
(414) 271-7722 (608) 819-8490 (715) 598-1730 (414) 271-7722 (262) 363-7720 (312) 523-2111 (618) 655-0006

2



**CRIVELLO
CARLSON S.C.**
ATTORNEYS

710 N. Plankinton Ave, Suite 500
Milwaukee, WI 53203

Brown County Corporation Counsel
Attn: Mr. David P. Hemery
305 East Walnut Street
PO Box 23600
Green Bay, WI 54301

May 15, 2019
Tax ID: 39-1656203
Bill Number 1145-125586

INTERIM ☒ FINAL ☐

Re: 1145-1900304 - BROWN COUNTY - GENERAL
INSURED: BROWN COUNTY

Professional Services

Date	Atty	Description	Rate	Hours	Amount
02/27/19	MEN	Telephone Conference with Mr. Hemery and Mr. Newton to Discuss Return to Work Issue	185.00	0.50	92.50
04/09/19	MEN	Review, Analyze and Respond to E-Mail Communication from Mr. Hemery Addressing STD Issue	185.00	0.30	55.50
04/10/19	MEN	Review, Analyze and Respond to E-Mail Communication from Mr. Hemery Addressing STD Correspondence	185.00	0.40	74.00

Atty	Rate	Hours	Amount
MEN	185.00	1.20	222.00
		1.20	\$222.00

Total Fees	222.00
Total Disbursements	0.00

Total Fees and Disbursements	<u>\$222.00</u>
------------------------------	-----------------

Please remit payment to Crivello Carlson S.C. 710 N. Plankinton Ave., Suite 500, Milwaukee, WI 53203

MILWAUKEE, WI (414) 271-7722 MADISON, WI (608) 819-8490 EAU CLAIRE, WI (715) 598-1730 DELAFIELD, WI (414) 271-7722 MUKWONAGO, WI (262) 363-7720 CHICAGO, IL (312) 523-2111 EDWARDSVILLE, IL (618) 655-0006

2

Client Ref: 1145 - 1900304
Bill Number 1145-125586

May 15, 2019
Page 3

Cumulative Billing Report (Including this Bill)

	Year to Date	Case to Date
Fees Billed to Date	222.00	222.00
Disbursements Billed to Date	0.00	0.00
Total Billed to Date	<u>222.00</u>	<u>222.00</u>

Please remit payment to Crivello Carlson S.C. 710 N. Plankinton Ave., Suite 500, Milwaukee, WI 53203

MILWAUKEE, WI MADISON, WI EAU CLAIRE, WI DELAFIELD, WI MUKWONAGO, WI CHICAGO, IL EDWARDSVILLE, IL
(414) 271-7722 (608) 819-8490 (715) 598-1730 (414) 271-7722 (262) 363-7720 (312) 523-2111 (618) 655-0006

2

RECEIVED BY

MAY 30 2019

JAMES P. O'NEIL
ATTORNEY AT LAW
403 S. Jefferson Street
P.O. Box 1625
Green Bay, WI 54305-1625

Brown County
Corporation Counsel

Brown county Tax Foreclosures 2018
PO Box 23600
Green Bay WI 54305-3600

Page: 1
05/20/19
Account No: 222-000N
Statement No: 59636

Interim Statement

Hours

10/26/18	Receipt and Review of email from Atty Brent Haroldson, application for appointing GAL, proposed order appointing GAL, notice of commencement of proceeding to foreclose tax liens, petition and list of tax liens for 2015 prepare email to Atty Haroldson	1.20
10/29/18	Review ccap, prepare draft of proposed GAL letter to property owners	.60
10/31/18	Prepare documents for opt in as electronic filer, prepare notice of retainer/appearance, personal appearance at treasure's office regarding case, review ccap regarding status of case, review file court notice	.80
11/05/18	Telephone Conference with Christine Price regarding Sandra Price/ 2155 Marlee Lane, telephone conference with Wood County Child Support Agency	.70
11/06/18	Review ccap regarding Sandra Price and Christine Price, telephone conference with Wood County Child Support Agency	.40

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Brown county Tax Foreclosures 2018

Page: 2
05/20/19
Account No: 222-000N
Statement No: 59636

Hours

11/08/18	Receipt and Review of email and documents from PCM Credit Union regarding item 126, review file, prepare email to Paul and Brent, prepare email to PCM Credit Union	.60
11/09/18	Receipt and Review of email and title report from Paul, review file regarding item no. 126, parcel 21-3748, prepare email to Paul	.40
11/12/18	Prepare email to PCM regarding item No 126, 21-3748, telephone conference with PCM, review file, review email from PCM, prepare email to Paul and Brent, prepare email to PCM	.80
11/13/18	Receipt and Review of efilng notice, review notice of appearance and demand for surplus, review item No. 101, 18-1355	.40
11/16/18	Receipt and Review of documents	.30
11/20/18	Receipt and Review of affidavit of mailing regarding Northern PaperMills Credit Union, review affidavit of mailing regarding municipalities and owner, review file	.40
11/21/18	Telephone Conference with Christine Price regarding doctor's report regarding Sandra Price, office conference with Christine regarding tax foreclosure case against her mother	.70

Brown county Tax Foreclosures 2018

Page: 3
05/20/19
Account No: 222-000N
Statement No: 59636

	Hours
11/23/18 Review ccap regarding Price, prepare letter to Paul and Brent regarding Price	.60
11/26/18 Review File	.40
11/30/18 Telephone Conference with Margaret, review file, telephone conference with Paul Zeller, and Margaret Vieau	.50
12/05/18 Telephone Conference with Atty Haroldson regarding Sandra Price, review email from Atty Haroldson, prepare email to Atty Haroldson	.40
12/06/18 Telephone Conference with Scott Shalkhauser regarding lot being foreclosed	.20
Research and review Wis Ct of Appeals	.80
12/12/18 Research case law regarding GAL duties for incompetent and owners subject to in rem tax foreclosure cases, prepare email to Brent, review email from Brent, prepare email to Brent, telephone conference Christine Price	1.00
12/13/18 Receipt and Review of email from Atty Haroldson	.10
12/14/18 Receipt and Review of emails from Atty Haroldson review file regarding Price	.40

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Brown county Tax Foreclosures 2018

Page: 4
05/20/19
Account No: 222-000N
Statement No: 59636

	Hours
12/18/18 Office Conference with Atty Haroldson, review file, review documents regarding Price, telephone conference with Christine Price	1.10
12/26/18 Telephone Conference with Christine Price, review obituary	.30
12/28/18 Receipt and Review of affidavit of mailing, review file, prepare email to Atty Haroldson regarding Price passing away	.60
01/16/19 Telephone Conference with Marco Segora regarding 709 Alma St.	.20
01/18/19 Telephone Conference with Scott Bohn regarding outstanding taxes	.30
01/23/19 Receipt and Review of email Brent regarding 3/22 hearing, prepare email to Brent, review email Brent regarding changing hearing date, review file, review email from Brent regarding scheduling, prepare email to Brent regarding scheduling	.50
01/29/19 Receipt and Review of Notice of Motion and Motion for Default Judgment, review affidavit of default, review publication of notices, review file	1.00

Brown county Tax Foreclosures 2018

Page: 5
05/20/19
Account No: 222-000N
Statement No: 59636

	Hours
02/22/19 Receipt and Review of affidavit of mailing and review court file	.60
03/07/19 Telephone Conference with Christine Price regarding paying taxes, review file, prepare email to Atty Haroldson	.50
03/11/19 Receipt and Review of email from Atty Haroldson review file, prepare email to Atty Haroldson	.30
03/13/19 Review File and preapre GAL letter report	.70
03/14/19 Telephone Conference with Atty Haroldson regarding status	.10
03/15/19 Review File and review GAL letter report, prepare report for filing	.60
03/19/19 Receipt and Review of notices from court	.20
03/20/19 Telephone Conference with Christine Price regarding paid 2015 taxes, telephone conference with Christine Price, Christine Price, reveiw file	.40
03/22/19 Telephone Conference with probate regarding guardianship file, Atty Haroldson, Kimberly Smith regarding Keanny Hansen, Michael Boyea, personal appearance at Branch II to discuss 227 S. Buchanan St, telephone conference with Michael	

Brown county Tax Foreclosures 2018

Page: 6
05/20/19
Account No: 222-000N
Statement No: 59636

		Hours
	Boyea, Kimberly, Michael Boyea, Kimberly and Atty Haroldson, Atty Haroldson, Michael Boyea	2.40
03/26/19	Receipt and Review of filed witness list	.10
03/27/19	Telephone Conference with Atty Olson regarding parcel 3-1063.2, review file	.30
03/28/19	Telephone Conference with Atty Haroldson regarding parcel 3-1063-2, telephone conference with Atty Olson, conference call with Atty haroldson and Atty Olson regarding competency issues, review file	.60
03/29/19	Receipt and Review of email, letter and proposed orders from Atty Haroldson, review documents, prepare email to Atty Haroldson, review email from Atty Olsen, review court notice of filing of Atty Haroldson's letter, review court notice regarding proposed order and judgment	1.00
04/01/19	Receipt and Review of signed judgment, review signed 30 day extension	.20
04/02/19	Receipt and Review of letter from Atty Haroldson and 30 day extension order and judgment	.20
04/03/19	Receipt and Review of minutes of hearing from court	.10

Brown county Tax Foreclosures 2018

Page: 7
05/20/19
Account No: 222-000N
Statement No: 59636

	Hours
04/08/19 Telephone Conference with Atty Olson	.10
04/10/19 Receipt and Review of notice of retainer from Attorney Daul and review court notices	.30
04/18/19 Telephone Conference with Atty Haroldson regarding Atty Olsen and Atty Daul, review file	.20
04/24/19 Receipt and Review of proposed default judgment upon expiration of 30 day extension order, review file	.20
04/25/19 Office Conference with Atty Haroldson at courthouse to discuss status	.20
04/26/19 Receipt and Review of signed default judgment	.10
04/30/19 Receipt and Review of proposed order for dismissal of redeemed properties, prepare motion to dismiss redeemed property	.20
05/01/19 Receipt and Review of proposed order	.10
05/03/19 Receipt and Review of notice from court, review signed dismissal order	.20
05/09/19 Telephone Conference with Atty Haroldson regarding dismissal order	.10

2

Brown county Tax Foreclosures 2018

Page: 8
05/20/19
Account No: 222-000N
Statement No: 59636

For Current Services Rendered	-----	-----
	25.70	1799.00
Postage		2.00
Photocopies		8.50
Long Distance Calls		1.90

Total Expenses Thru 05/20/19		12.40
Total Current Work		1811.40
Balance Due		\$1,811.40
		=====

2



**BROWN COUNTY
BOARD OF SUPERVISORS
COURT HOUSE
GREEN BAY, WISCONSIN**

BROWN COUNTY BOARD OF SUPERVISORS

Meeting Date: 19 Sep 18
Agenda No.: Exc Cnte

Motion from the Floor

I make the following motion: For Corp Counsel to draft a
lobbyist Registration Ordinance that would require
any individual or for-profit business that hires
someone to influence County Board action to register
the County Clerk that registration be made part of
public debate so residents know who is being lobbied,
a statement as who is paying the lobbyist to lobby +
how much the lobbyist is being paid, who they lobbied +
provide penalty for
non-compliance

Signed: Archie

District No.: 21

(Please deliver to the County Clerk after the motion is made for recording into the minutes.)



**BROWN COUNTY
BOARD OF SUPERVISORS
COURT HOUSE
GREEN BAY, WISCONSIN**

BROWN COUNTY BOARD OF SUPERVISORS

Meeting Date: Executive

Agenda No. : _____

Motion from the Floor

I make the following ^{Communication} ~~motion~~: I would like to clearly
notify the resolution that was passed by the board in
2013 which required that all standing committee meetings
meet between Mon-Thurs. and starts between 5-7pm

Signed: Mark Bortner

District No.: 2nd

(Please deliver to the County Clerk after the motion is made for recording into the minutes.)

Se

4

BOARD OF SUPERVISORS

Brown County



BROWN COUNTY
BOARD OF SUPERVISORS
GREEN BAY, WISCONSIN

Meeting Date: _____

Agenda No.: _____

Motion from the Floor

I make the following motion:

hook INTO SUBCOMMITTEES WITHOUT
By laws BE ALLOWED TO VOTE WITHOUT
A QUARM.

TO : CORP COUNSEL / Ex Com

Signed: _____

[Signature]

District No. _____

#7

(Please deliver to County Clerk after motion is made for recording into minutes.)

13a

Brown County Board of Supervisors
Internal Audit
Budget Status Report (Unaudited)
04/30/19

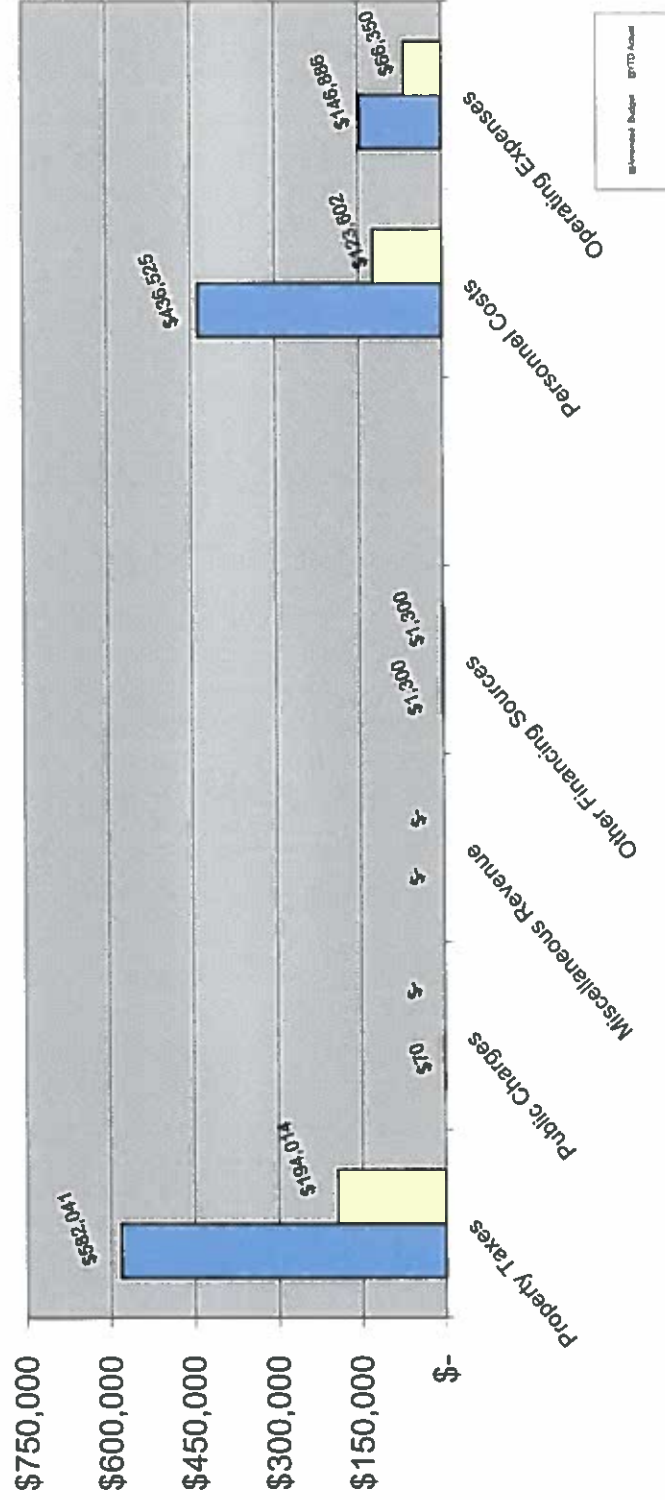
	Amended Budget	YTD Actual	YTD Percentage	Comments:
Property Taxes	\$ 582,041	\$ 194,014	33.3%	
Public Charges	\$ 70	\$ -	0.0%	
Miscellaneous Revenue	\$ -	\$ -	#DIV/0!	
Other Financing Sources	\$ 1,300	\$ 1,300	100.0%	(1)
Personnel Costs	\$ 436,525	\$ 123,602	28.3%	
Operating Expenses	\$ 148,886	\$ 68,350	45.2%	(2)

Comments:

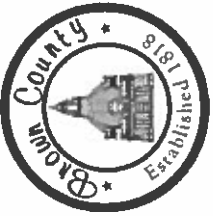
(1) Other Financing Sources - Includes \$1,300 carried over from 2018 for a donation made to the Veterans' Recognition Subcommittee.

(2) Operating Expenses - Primarily reflects audit fees paid (\$24,000) and annual dues paid to WCA (\$27,148) and NACo (\$4,960).

Board of Supervisors - April 30, 2019



6



Board of Supervisors

Through 04/30/19
Prior Fiscal Year Activity Included
Summary Listing

Account Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd	Prior Year Total
Fund 100 - General Fund									
REVENUE									
Property Taxes	582,041.00	.00	582,041.00	48,503.42	.00	194,013.68	388,027.32	33	560,909.00
Public Charges	70.00	.00	70.00	.00	.00	.00	70.00	0	86.26
Miscellaneous Revenue	.00	.00	.00	.00	.00	.00	.00	+++	16.00
Other Financing Sources	.00	1,300.00	1,300.00	.00	.00	1,300.00	.00	100	20,654.00
REVENUE TOTALS	\$582,111.00	\$1,300.00	\$583,411.00	\$48,503.42	\$0.00	\$195,313.68	\$388,097.32	33%	\$581,665.26
EXPENSE									
Personnel Costs	436,525.00	.00	436,525.00	30,540.66	.00	123,601.70	312,923.30	28	419,965.09
Operating Expenses	145,586.00	1,300.00	146,886.00	1,940.22	.00	66,350.08	80,535.92	45	138,710.71
EXPENSE TOTALS	\$582,111.00	\$1,300.00	\$583,411.00	\$32,480.88	\$0.00	\$189,951.78	\$393,459.22	33%	\$558,675.80
Fund 100 - General Fund Totals									
REVENUE TOTALS	582,111.00	1,300.00	583,411.00	48,503.42	.00	195,313.68	388,097.32	33%	581,665.26
EXPENSE TOTALS	582,111.00	1,300.00	583,411.00	32,480.88	.00	189,951.78	393,459.22	33%	558,675.80
Fund 100 - General Fund Totals	\$0.00	\$0.00	\$0.00	\$16,022.54	\$0.00	\$5,361.90	(\$5,361.90)		\$22,989.46
Grand Totals									
REVENUE TOTALS	582,111.00	1,300.00	583,411.00	48,503.42	.00	195,313.68	388,097.32	33%	581,665.26
EXPENSE TOTALS	582,111.00	1,300.00	583,411.00	32,480.88	.00	189,951.78	393,459.22	33%	558,675.80
Grand Totals	\$0.00	\$0.00	\$0.00	\$16,022.54	\$0.00	\$5,361.90	(\$5,361.90)		\$22,989.46

BOARD OF SUPERVISORS

Brown County



305 E. WALNUT STREET
P. O. BOX 23600

GREEN BAY, WISCONSIN 54305-3600

Phone (920) 448-4014 Fax (920) 448-6221

E-mail: process_dj@co.brown.wi.us

DAN PROCESS
INTERNAL AUDITOR

Date: June 4, 2019

To: Executive Committee

From: Dan Process, Internal Auditor

Re: Status Update (May 1 – May 31, 2019)

Listed below is a summary of the projects, duties and other miscellaneous activities completed or in-progress for the period indicated.

1. Projects
 - a. In-progress: Review of the Brown County Sheriff DARE Program Account
 - b. In-progress: Year End – Cash on Hand & Petty Cash Compliance Testing
 - c. In-progress: Position Budgeting Review
2. Standard Monthly Duties
 - a. Review – Clerk of Courts Bank Reconciliation
 - b. Preparation & Review – Bills over \$5,000 Report
 - c. Distribution to Committees – Paid Bills Report
3. Other Miscellaneous Activities
 - a. Inquiries, Questions and/or Requests from County Board Supervisors/Department Head's

If you have any questions regarding this information, please contact me at your convenience.

Thank you.

WISCONSIN COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this 1st day of April, 2019, by and between Neighborhood Housing Services of Green Bay, Inc., dba NeighborWorks® Green Bay ("Owner"), and Brown County ("Tenant");

WITNESSETH, The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. PREMISES

Owner hereby leases to Tenant and Tenant leases from Owner the following (the "Premises") at the rental and upon the covenants, conditions and provisions herein set forth: approximately 2,523 square feet of office/service space, detached garage, together with all appurtenances and access to common areas, located at 1076 St. Agnes Drive, in the City of Green Bay, Wisconsin (the "Building"), which Premises are further described in Exhibit A attached.

2. TERM, RENEWALS, TERMINATION

- a) Owner hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Owner, for a term of five (5) years commencing on April 1st, 2019 and terminating March 31, 2024.
- b) Tenant may renew the Lease for one extended term of one (1) year. Tenant shall exercise such renewal option, if at all, by giving written notice to Owner not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.
- c) Tenant may terminate the Lease with not less than sixty (60) days written notice to Owner in the event of any of the following: cancellation of the Federal, State, and/or County funding upon which Tenant relies to fulfill its obligation under this contract; changes in Administrative Code, State Statute, and/or State standards that would significantly impact the intended use of premises by Tenant as outlined below. Both the Tenant and the Owner may terminate this Lease under default by the other party as outlined 6f and 7c of this Lease document respectively.

3. USE OF PREMISES

Except as otherwise authorized in writing by Owner, Tenant shall use the Premises as family visitation / office space for Brown County's foster care program and related activities serving children and families. The Tenant agrees to comply with all applicable laws, ordinances, and regulations in connection with its use of the leased premises including the installation and maintenance of all improvements necessary to comply with all State and Federal regulations designed to accommodate persons with disabilities. Notwithstanding the foregoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Permitted uses include lawful activities related to the operation of the foster care program.

4. ASSIGNMENT, SUBLETTING

The Tenant shall not assign this Lease in any event and shall not sublet the demised Premises. Owner will allow Tenant to permit use of said Premises by another agency or service partner as long as said agency or business partner is providing similar services and using the premises as intended above.

5. RENTAL

The Tenant shall pay the Owner rent for the Premises during the initial lease year at the following rate: \$18,000.00, payable in installments of \$1,500.00 per month. The annual rental rate for the first and each subsequent year of this Lease shall be in accordance with the following schedule:

	Rent	
	Annual	Monthly
Year One (4/2019-3/2020)	\$ 18,000.00	\$ 1,500.00
Year Two (4/2020-3/2021)	\$ 18,672.00	\$ 1,556.00
Year Three (4/2021-3/2022)	\$ 19,368.00	\$ 1,614.00
Year Four (4/2022-3/2023)	\$ 20,100.00	\$ 1,675.00
Year Five (4/2023-3/2024)	\$ 20,856.00	\$ 1,738.00

- a) The annual rent throughout the entire lease term, including optional extensions, shall be payable in advance in monthly installments as shown above on the first day of each month. Said rental payments shall be made to Owner at 437 S. Jackson Street, Green Bay, WI 54301 or at such other place designated by written notice from Owner or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Upon optional extension of this lease, rental fee shall increase by \$780.00 over the previous year (totaling \$21,636.00) with one-twelfth of the amount (\$1,803.00) due on the first day of each calendar month.
- b) Should Owner receive gifts or grants in excess of the total development cost (acquisition, renovation, and related soft costs) for the control and preparation of the Premises for occupancy by Tenant, use of those excess funds shall be utilized in the following manner until depleted:
 - i) Additional renovation work beyond the original scope that is agreed upon by Owner and Tenant.
 - ii) Equipment or material purchases to furnish the Premises as agreed upon by Owner and Tenant.
 - iii) Not more than \$5,000.00 of remaining funds (if any) to capitalize Replacement Reserves for Owner repairs or future improvements to the Premises.
 - iv) Any outstanding balance to be provided to support Tenant operations or related services upon agreement of Owner and Tenant.

6. COVENANTS OF OWNER

Owner hereby covenants and agrees with Tenant as follows:

- a) Owner warrants that Tenant shall have quiet use and enjoyment of the Premises; that Owner has complete interest, right in and title to the Premises so as to enable Owner to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Tenant's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions.
- b) The Owner shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.
- c) In connection with the performance of work under this Lease, the Owner agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be

limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the Owner further agrees to take affirmative action to ensure equal employment opportunities. The Owner agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Tenant, setting forth the provisions of the non-discrimination clause.

- d) The Owner as part of this Lease certifies that to the best of its knowledge both the Premises and the Building of which the Premises are a part do not contain any asbestos bearing material which is unsafe or which is not encapsulated. If during the Tenant's occupancy of the Premises such asbestos bearing material is found, and the Owner has been notified by the Tenant that such asbestos bearing material exists, the Owner shall within fourteen (14) days after receipt of such notice, be required to take such action as may be necessary to encapsulate or remove the asbestos bearing material. Upon determination that unsafe or unencapsulated asbestos bearing material exists, the Tenant may at its option vacate the Premises until such time as the material has been encapsulated or removed to the satisfaction of the Tenant. If the Tenant vacates the Premises during the encapsulation or removal process, the Owner shall reimburse the Tenant for all move related costs. No rent shall accrue to the Owner during the period of time the Tenant is not in occupancy of the Premises. In the event the Owner fails to encapsulate or remove the asbestos bearing material within the time specified, this Lease may be cancelled by the Tenant and the Owner shall thereafter not have any claim against the Tenant on account of the cancellation of this Lease.
- e) For the purposes of this Lease, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree. The Owner attests that the Premises are free of any hazardous materials, substances, or air pollutants as defined above, and the Owner will now and forever after the termination of this Lease hold Tenant harmless and indemnify the Tenant from and against any and all claims, liability, damages or costs arising from or due to the presence of hazardous materials, substances, or air pollutants as defined above, except liability resulting from Tenant's use and occupancy of the Premises.
- If during the Tenant's occupancy of the Premises such hazardous materials, substances, or air pollutants are found, the Owner shall as soon as possible after receipt of notice take such action as may be necessary to render the Premises safe.
- Upon determination by the Tenant that unsafe hazardous materials, substances, or air pollutants as defined above affecting the Tenant's quiet enjoyment of the Premises exists, the Tenant may vacate the Premises until such time as the hazardous materials, substances, or air pollutants have been repaired or remediated to the satisfaction of the Tenant. If the Tenant vacates the Premises during the repair or remediation process, the Owner shall reimburse the Tenant for all related or relocation costs and rent shall abate during the period of time the Tenant is not in occupancy of the Premises. In the event the Owner fails to repair or remediate the hazardous materials, substances, or air pollutants as soon as practicable as determined by the Tenant, this Lease may by written notice to the Owner be cancelled by the Tenant and the Owner shall thereafter not have any claim against the Tenant due to the cancellation of this Lease.
- Owner will immediately advise Tenant in writing of any actions or claims relating to any hazardous materials, substances, or air pollutants on the Premises. If the Owner has

conducted or conducts any testing for hazardous materials, substances, or air pollutants on the Premises before or during the term of the lease, then the Owner shall provide a copy of any test results to the Tenant. The Tenant, at its own expense, may also conduct such testing as it deems appropriate on the Premises.

- f) The default by Owner of any covenant or agreement contained in any paragraph or provision of this Lease, shall constitute a material default of the Lease, and shall entitle the Tenant to terminate this lease, PROVIDED, that prior to such termination, the Tenant shall notify the Owner in writing of the nature of the default and shall grant the Owner a period of thirty (30) days from the date of service of such notice to remedy or cease such act of default, and upon such remedy or cessation by the Owner within said thirty (30) days, the Tenant shall waive the right to terminate for such default. In the event the act of default is such that it cannot be remedied within said thirty (30) day period, the Tenant shall waive the right to terminate for such default if corrective actions are commenced within such period and diligently pursued to completion by the Owner.
- g) Owner shall be responsible for the real estate taxes (if any) and any assessments on the Premises.

7. COVENANTS OF TENANT.

Tenant hereby covenants and agrees with Owner as follows:

- a) Tenant does hereby covenant, promise, and agree to pay the rent in the manner hereinbefore specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.
- b) At the expiration of this Lease or any renewal thereof, the Tenant will return the Premises to the Owner in as good condition as they were at the time the Tenant went into possession, ordinary wear, damage by the elements and fire excepted. It is mutually agreed, in consideration of the rent to be paid and other conditions of this Lease, that the Tenant shall not be responsible for damage to the Premises by fire unless the damage results from any act or negligence of Tenant or any of Tenant's agents, employees or invitees.
- c) The default by Tenant (a) If Tenant shall be late in the payment of any rent or any other sum of money payable by Tenant to Owner and if Tenant shall fail to cure said late payment within (30) days after receipt of notice of said late payment from Owner, or (b) if Tenant shall be late in the performance or observance of any other agreement or condition in this Lease to be performed or observed and if Tenant shall fail to cure said late performance or observance within thirty (30) days after receipt of notice from Owner of said late performance or observance (unless Tenant commences to cure said late performance or observance within (30) days after receipt of notice thereof and expedite the curing of the same to completion with due diligence), then, in any of said cases and without waiving any claims for breach of agreement, Owner may send written notice to Tenant of the termination of the term of this Lease, and, on the fifth (5th) day next following the date of the sending of the notice, the term of this Lease shall terminate, Tenant hereby waiving all rights of redemption.
- d) Tenant agrees that any improvements to the Leased Premises made by Owner for the benefit of Tenant and any furniture provided for use by the Tenant shall be the property of Owner.

8. ALTERATIONS AND IMPROVEMENTS

Tenant, at Tenant's expense, shall have the right following Owner's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made

in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Owner. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

9. INSURANCE

- a) If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.
- b) Owner shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Owner shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.
- c) Tenant and Owner shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Owner, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Owner shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Owner with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Owner that a policy is due to expire at least (10) days prior to such expiration. Owner shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

10. UTILITIES

Owner shall pay all charges for gas, electricity, water, and sewer used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Owner. Tenant acknowledges that the Leased Premises are designed to provide standard consultation / office use electrical facilities and standard office lighting. Tenant shall not use any equipment or device that utilizes excessive electrical energy, or which may, in Owner's reasonable opinion, overload the wiring or interfere with electrical services to other tenants. Tenant shall be responsible for all costs related to data and telecom installation and use, unless other arrangements are expressly agreed to in writing by Owner and Tenant.

11. SIGNS

Following Owner's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Owner exterior signage permitted by applicable zoning ordinances and private restrictions. Owner may refuse consent to any proposed signage that is in Owner's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises. Owner shall assist and cooperate with Tenant in obtaining any necessary

permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs.

12. PARKING

During the term of this Lease, Tenant shall have exclusive use of the off-street automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Owner. The Owner shall maintain the parking lots and keep the same in good condition, remove snow therefrom and maintain exterior lighting illuminating said parking lots during the evening hours all at the expense of the Owner. Tenant shall not park vehicles overnight at the Premises without prior Owner approval.

13. MAINTENANCE AND REPAIRS

The Owner shall maintain the Premises in good repair and tenantable condition throughout the term of this Lease, except in case of damage arising from a willful act or the negligence of the Tenant's agents or employees. For the purpose of so maintaining the Premises, the Owner reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto. During the Lease term, Owner shall make, at Owner's expense, all necessary repairs to the exterior walls, exterior doors, windows and corridors of the building and keep the building housing the Leased Premises in a safe, clean, neat and attractive condition. Owner agrees to keep all building equipment such as plumbing, heating, air conditioning and similar equipment in good repair, but shall not be responsible for breakdowns or temporary interruptions in service where reasonable efforts are used to restore service. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy. Repairs shall not include routine tasks such as light bulb replacement (except for inaccessible fixtures), hanging pictures, or moving furniture or equipment.

14. ENTRY

Owner shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Owner shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

15. BUILDING RULES

Tenant will comply with the rules of the Building adopted and altered by Owner from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Owner to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit B and incorporated herein for all purposes.

16. DAMAGE OR DESTRUCTION

If the said Premises were wholly destroyed by fire or other casualty this Lease shall immediately terminate. In case of partial destruction or damage so as to render the Premises untenable, either party may terminate the Lease by giving written notice to the other within fifteen (15) days thereafter, and if so terminated no rent shall accrue to the Owner after such partial destruction or damage. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

17. BROKERS

Owner and Tenant represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Lease, and Owner agrees to pay and hold Tenant harmless from any claims made by anyone for any compensation, commissions and charges claimed with respect to this Lease or the negotiations thereof.

18. HOLDING OVER

If Tenant holds over after the term hereof, with or without the express written consent of Owner, such tenancy shall be from month to month only, with no renewal hereof or an extension for any further term, and in such case basic monthly rent shall be payable at the rate during the last month of the term hereof. Owner shall be entitled to change rents with a 60-day notice to Tenant. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein.

19. SUBORDINATION

This Lease shall be subject and subordinate at all times to the lien of any mortgage or other encumbrance(s) which may now or which may at any time hereafter be made upon the building of which the Premises is a part or any portion thereof, or upon Owner's interest therein. This clause shall be self-operative, and no further instrument or subordination shall be required to effect the subordination of this Lease. Nonetheless, in confirmation of such subordination, Tenant shall execute and deliver such further instrument(s) subordinating this Lease to the lien of any such mortgage or any other encumbrance(s) as shall be desired by any mortgagee or party secured or proposed to be secured thereby.

20. FORCE MAJEURE

In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, acts of God, inclement weather, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

21. EMINENT DOMAIN

In the event the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Tenant shall then be released from any liability thereafter accruing under this Lease. In the event a portion of the Leased Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by the Tenant, or if the remainder of the property is not one undivided parcel of property, Tenant shall have the right to terminate this Lease as of the date of the taking on giving to Owner written notice of termination within thirty (30) days after Owner has notified Tenant in writing that the property has been so appropriated or taken. In the event of the termination of this Lease by reason of the total or partial taking of the Leased Premises by eminent domain, then in any such condemnation proceedings, Owner and Tenant shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

22. CAPTIONS

The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.

23. WAIVER

No waiver of any default of Owner or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Owner or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

24. MEMORANDUM OF LEASE

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Owner and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

25. SUCCESSORS

This Lease when fully executed shall be binding and enforceable upon the Owner, and Tennant as well as their respective heirs, executors, administrators, successors, and assigns of the parties hereto. In the event of a sale or conveyance of the Premises, the Owner's successor-in-interest shall be solely responsible for all obligations of Owner under this Lease accruing after the effective date of the sale or conveyance.

26. NOTICE

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Owner to:

NeighborWorks Green Bay
Attention: Noel S. Halvorsen
437 S. Jackson Street
Green Bay, WI 54301
noel@nwgreenbay.org

If to Tenant to:

Brown County
Attention: Molly Hillmann, Contract & Provider Relations Manager
111 N. Jefferson Street
Green Bay, WI 54301
Hillmann_mm@co.brown.wi.us

Owner and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

27. INDEMNIFICATION

Tenant agrees to indemnify and hold Owner harmless from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs, and expenses, including, but not limited to, attorneys' fees, imposed upon, incurred by, or asserted against Owner or the Premises during or with respect to the term hereof, for: (a) any accidents or injury to or death of persons or loss of or damage to property occurring on or about the Premises, or any part or parts thereof, or the adjoining parking areas, sidewalks, curbs, streets, or ways, arising out of the negligent acts or omissions of Tenant, or any of its agents, contractors, employees, subtenants, licensees, or invitees; (b) any failure by Tenant to duly and fully perform or comply with each and all of the terms of this Lease; (c) any negligence or tortious act by Tenant or any of its agents, contractors, employees, subtenants, licensees, or invitees; or (d) any claim for a construction lien in connection with work done or materials furnished with respect to the Premises by or on behalf of Tenant.

Owner agrees to indemnify and hold Tenant harmless from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, judgments, costs, and expenses, including, but not limited to, attorneys' fees, imposed upon, incurred by, or asserted against Tenant or the Premises during or with respect to the term hereof, for: (a) any accidents or injury to or death of persons or loss of or damage to property occurring on or about the Premises, or any part or parts thereof, or the adjoining parking areas, sidewalks, curbs, streets, or ways, arising out of the negligent acts or omissions of Owner, or any of its agents, contractors, employees, subtenants, licensees, or invitees; (b) any failure by Owner to duly and fully perform or comply with each and all of the terms of this Lease; (c) any negligence or tortious act by Owner or any of its agents, contractors, employees, subtenants, licensees, or invitees; or (d) any claim for a construction lien in connection with work done or materials furnished with respect to the Premises by or on behalf of Owner.

28. CONSENT

Owner shall not unreasonably withhold or delay its consent with respect to any matter for which Owner's consent is required or desirable under this Lease.

29. COMPLIANCE WITH LAW

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Owner shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

30. FINAL AGREEMENT

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

31. GOVERNING LAW

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

NEIGHBORWORKS:

Noel S. Halvorsen, President & CEO
NeighborWorks Green Bay

Date

BROWN COUNTY:

Troy Streckenbach, County Executive
Brown County

Date

Erik Pritzl, Executive Director
Health and Human Services

Date

EXHIBIT A – The Premises

1076 St. Agnes Drive:



Map:



EXHIBIT B – House Rules

- 1. No Smoking on Premises**
- 2. No Open Flames in Building**
- 3. Lost Keys Subject to Re-Key Fee**

June 19, 2019

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

**RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE
FOR THE HEALTH AND HUMAN SERVICES DEPARTMENT –
COMMUNITY SERVICES DIVISION AODA COUNSELOR POSITION**

WHEREAS, there is a (0.80) FTE AODA Counselor position (“Position”) in the Health and Human Services Department – Community Services Division (“Department”) table of organization that is currently vacant; and

WHEREAS, the Department and Human Resources have had difficulty finding a qualified applicant to fill this position with it being less than full-time hours; and

WHEREAS, the Department has identified funding from contracted services that could be utilized to reclassify this Position to a full-time role; and

WHEREAS, Human Resources, in conjunction with the Department, recommends the following changes to the Department’s table of organization: the deletion of (0.80) FTE AODA Counselor position in pay grade I of the Classification and Compensation Plan and the addition of 1.00 FTE AODA Counselor position in pay grade I of the Classification and Compensation Plan.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, that the following changes to the Human Services Department – Community Services Division table of organization are hereby approved, as follows and as further detailed in the Budget Impact section of this Resolution, below: Delete (0.80) FTE AODA Counselor position in pay grade I of the Classification and Compensation Plan and the addition of 1.00 FTE AODA Counselor position in pay grade I of the Classification and Compensation Plan.

Budget Impact:**Health and Human Services – Community Services Division**

Partial Budget Impact (6/01/19 – 12/31/19)	FTE	Addition/ Deletion	Salary	Fringe	Total
AODA Counselor \$24.85/hr Position # 109.090.076 Hours: 1566	0.8	Deletion	(\$21,958)	(\$5,402)	(\$27,360)
AODA Counselor \$23.70/hr Position # 109.090.076 Hours: 1957.50	1.0	Addition	\$27,657	\$12,568	\$40,225
Reduction of Contracted Services					(\$12,865)
Partial Budget Impact					\$ 0

Annualized Budget Impact	FTE	Addition/ Deletion	Salary	Fringe	Total
AODA Counselor \$24.85/hr Position # 109.090.076 Hours: 1566	0.8	Deletion	(\$38,915)	(\$9,061)	(\$47,976)
AODA Counselor \$23.70/hr Position # 109.090.076 Hours: 1957.50	1.0	Addition	\$48,393	\$21,081	\$69,474
Reduction of Contracted Services					(\$21,498)
Annualized Budget Impact (net impact of position changes)					\$ 0

Fiscal Note: This resolution does not require an appropriation for the General Fund. The increase is offset by a reduction in Contracted Services due to a vendor terminating emergency placement services contract.

Respectfully submitted,
HUMAN SERVICES COMMITTEE
EXECUTIVE COMMITTEE

Approved By:

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

19-045R
Authored by Human Resources
Final Draft Approved by Corporation Counsel's Office

BOARD OF SUPERVISORS ROLL CALL # _____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
BORCHARDT	8				
EVANS	9				
VANDER LEEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSSEN	18				
KNEISZEL	19				
DESLAURIERS	20				
TRAN	21				
MOYNIHAN, JR.	22				
SUENNEN	23				
SCHADEWALD	24				
LUND	25				
DENEYS	26				

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

HUMAN RESOURCES

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 5-6-2019
REQUEST TO: Human Services, Executive, and County Board
MEETING DATE: 5/22/19, 6/10/19 and 6/19/19, respectively
REQUEST FROM: Erik Pritzl
Health & Human Services
REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION REGARDING TABLE OF ORGANIZATION CHANGE FOR THE HEALTH AND HUMAN SERVICES DEPARTMENT – COMMUNITY SERVICES DIVISION AODA COUNSELOR POSITION

ISSUE/BACKGROUND INFORMATION:

The department is requesting changes to the Table of Organization to support the conversion of a 0.8 Alcohol and Other Drug Abuse (AODA) Counselor Position to a full time 1.0 Position. The addition of this position is necessary to provide services to meet existing client needs and in order to attract and retain qualified candidates for the position. The 0.8 position has been vacant since 2018 and we have been unable to attract an appropriately qualified candidate, in part we believe due to the part time status of the position, with most individuals needing a full time position. An internal budget transfer moving funds from contracted services (g/l 201.076.170.173.5700) to the behavioral health unit (g/l 201.076.170.171) will enable these costs to be met without appropriating additional funds.

ACTION REQUESTED:

The department requests support of the changes to the Table of Organization, deleting the .8 AODA counselor position and adding a 1.0 position to meet the needs of individuals in need of AODA services.

FISCAL IMPACT:

NOTE: This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.

1. What is the amount of the fiscal impact? (0)
2. Is it currently budgeted? ☐ Yes ☐ No ☒ N/A (if \$0 fiscal impact)
 - a. If yes, in which account? _____
 - b. If no, how will the impact be funded? *increase in personnel expense is offset by a reduction in Contracted Services due to a vendor terminating emergency placement services contract.*
 - c. If funding is from an external source, is it one-time ☐ or continuous? ☐
3. Please provide supporting documentation of fiscal impact determination.

☒ COPY OF RESOLUTION OR ORDINANCE IS ATTACHED